



CITY COUNCIL

Work Session

***Work Session
Penn Room***

***Monday, April 16, 2012
7:00 P.M.***

Although Council Work Sessions are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the work sessions. Comment from citizens or professionals during the work session may be solicited on agenda topics via invitation by the Council President.

- I. Call to Order**
- II. Council Office Report**
- III. Waste Water Treatment Plant Update**
- IV. Quality of Life Ticketing Program**
- V. Angelica Park Lease Agreement Update – Current Lease Agreement attached**
- VI. Adjourn**

**City of Reading
City Council
Work Session
Monday, March 19, 2012**

The Work Session was cancelled



Council Office Report

3/1/12 through 3/31/12

Council Staff

Linda Kelleher, City Clerk

Michelle Katzenmoyer, Deputy City Clerk

Maritza Loaiza, Administrative Assistant

Constituent Service

The following table is a rough tabulation of the number and type of issues addressed by the Council Office:

Calls for Directory Assistance

Call Type	Number of Calls
Solid Waste	5
Codes	42
Tax	5
Mayor	1
Police	9
Fire	0
Community Development	3
Planning & Zoning	5
Human Resources	4
Accounting/Finance	1
Law	0
Managing Director	3
RAWA	2
Public Works	2
IT	2
Parking Authority	1
Services Center	22
Human Relations Commission	1
Parks/Recreation	4
Streets	1
Building and Trades	3
Purchasing	4
Treasury	7

Auditor	0
Sanitary Sewers	1
Total Calls	128

<u>Message for Council</u>	<u>Complaints</u>	<u>Non-City Directory Assistance</u>	<u>Calls Handled In-Office</u>	<u>Total Calls</u>	<u>Walk-Ins</u>	<u>Email Requests</u>	<u>Email Complaints</u>	<u>Total Email</u>	<u>Total Constituent Service</u>
16	8	31	283	466	48	1490	972	2462	2976

Houses Identified As Missing Housing Permits, Business Licenses, or Zoning

Areas Covered: MDJ Cases
Property transactions
Citizen complaints
Assessment Appeals

Total (Since Feb. 2008): **Approx. 11,893**

Activities of Boards, Authorities and Commissions

Environmental Advisory Council – The Environmental Advisory Council continues to work on rain barrel regulations and has begun working on a steep slope zoning overlay district in conjunction with Jonathan Wood, a master’s candidate. In addition, the EAC heard updates regarding the remediation of Bernhart Park, storm water issues, and work on the City’s floodplain regulations.

Health Fees Greenbelt Project – The HPO team has been meeting weekly since March 9. The Maximus report, current and former inspection fees, and staff processes have been reviewed to determine the calculation of the health fees. Work will begin focusing on costs to the City in comparison with the current fees. The team has been given a timeline of six months to complete the analysis and make a recommendation although they feel this can be accomplished in less time.

Board of Ethics – The Board of Ethics met for an update on the addition of “Pay to Play” regulations to the Code of Ethics. As there is a current update to the PA Elections Law underway, there was no report. The Board hopes that this issue will be before Council this spring.

Board of Health – The Board of Health met and discussed possible Tattoo Legislation and member status/vacancies.

Blighted Property Review Committee – The BPRC has completed the Determination round for the latest batch of target properties. This cycle is focused on CORE eligible properties and

started processing a total of 48 properties; however, a total of 25 properties no longer meet the BPRC criteria and have been removed from the process. The remaining 23 properties will be processed in April and May.

The City Clerk was invited to speak at the Housing Alliance's Conference on Blight for western Pennsylvania to educate communities in western PA about the benefits of the BPRC process and how our streamlined process can make a difference in their communities.

The City Clerk and Legal Specialist Butler meet monthly with the Redevelopment Authority Solicitor about the acquisition options for certified properties. The Legal Specialist, CD Manager and City Clerk have also been meeting to discuss alternative funding sources to cover acquisition, maintenance and demolition of blighted properties. As CDBG and HOME fund reductions continue, the City will be forced to identify alternate revenue sources.

Reading LRA – As a reminder, in 2010 the LRA and City Council approved the reuse plan which provided a one acre parcel to Mary's Shelter and the remaining 6 acres to the Reading Hospital for Administrative and dormitory buildings. After the Reading Hospital and Medical Center withdrew from the process, the LRA began discussion with the Reading Redevelopment Authority and Mary's Shelter requested an amendment allowing them to move into the main facility. After much discussion the LRA agreed and approved an amendment to the reuse plan.

The LRA conducted a town meeting to update residents in the 18-2 and 18-3 precincts about the reuse of the Navy Marine Center. As you may recall, the majority of the affected residents who attended the four meetings held between late 2008 and early 2010 agreed that the parcel should go to the Reading Hospital and Mary's Shelter. However, some citizens who attended the update meeting on March 14th voiced their opposition to Mary's Shelter. Unfortunately the LRA needed to try to make them understand that at this point in the process it is too late to change course.

The City Administration assisted the LRA by paying for the required site survey which will divide this seven acre parcel into two parcels – one 2.35 acre parcel (southeast corner of the site where the main facility sits) and one 3.71 acre parcel. The Navy is in the process of appraising the 3.71 acres and setting the fair market value. The Reading Redevelopment Authority plans on bidding to purchase the site. The Navy expects the appraisal process to take approximately 3-4 months.

Legislative Aide Committee – The Legislative Aide Committee is currently reviewing the Quality of Life ticketing program. Also the ICC has asked that they review the Safe Communities program and make a recommendation on its application here in Reading.

Youth Fun Day – The Youth Fun Day Committee met and discussed the progress of the subcommittees, shirts, and fundraising.

Tax Amnesty Work Group – The City Clerk is participating on the Tax Amnesty Work Group with the Business Analyst, City Auditor, CSC Manager, Controller, Council Finance Chair and Policy staff from the Mayor's office. The group decided to focus the Tax Amnesty program on

EIT, BPT and Per Capita. The CSC will administer and execute the program. They will need 2 – 3 interns or temps to handle the workload. The Tax Amnesty program will apply to the last three years – 2011, 2010, and 2009. By statute the City can only go back for three years. A draft communications plan has been developed. The Amnesty program will forgive penalties and interest over a 10 week period – from June 4th through August 3rd.

Comprehensive Plan Work Group – The City Clerk is participating on the Comprehensive Plan Work Group along with the City Planner, CD Director and Mr. Solivan from PFM. The group has prepared an RFP for consulting services. The consultant will be paid with a grant provided by the DCED, through Act 47. The draft scope has been sent to the County Planning Department for review and input.

Staff Activities

Drafted and Prepared

Linda:

- Resolution establishing the 2nd Charter Review Commission
- Ordinance amending Public Participation
- Ordinance amend the Recording of Ordinances
- Ordinance reducing the amount of expenditures and allocations requiring Council's approval from \$25,000 to \$10,000
- Resolution, Findings of Fact, Decision and Minutes Mary's Shelter Conditional Use at Navy Marine Center
- Resolution authorizing the hearing process for the zoning backlog properties
- Ads for required ordinances and special meeting
- Flyer for Angelica Town Meeting
- Minutes for LRA Public Meeting
- Notices, Summary Sheets, Minutes, Agenda for March BPRC Hearing
- Orders for April BPRC Hearing
- Ad and Minutes for Quality of Life Committee of the Whole
- Minutes for ICC and Act 47 meetings

Michelle K:

- BAC Expiration letters
- BAC Background Checks
- BAC Background Issues letters
- Complaint Updates
- Solicitation Permit Database Update
- Accounts Payable
- Staff Report
- Meeting Summaries
- Meeting Agendas – including ipad preparations

- Financial Interest Statements
- Update website Boards, Authorities and Commissions
- Office Supply orders
- Update BAC information on website
- Update Councilors on Upcoming MDJ Cases regarding Property Maintenance Issues
- Weekly Housing Research Memo
- Thanks for Serving letter to William Hall Jr
- Ordinance amending the Certificate of Transfer effective date
- Health Fee Greenbelt Project
- Review current Alvernia/Angelica Lease Agreement
- Health Fee Project Council Brief
- Steep Slope Zoning Overlay
- Review proposed Recreation Commission By-Laws and Policies
- Council Policy Handbook
- Resolution Removing William Hall Jr from the Recreation Commission
- Commendations
 - Greek Independence Day
- Appointment/Reappointment Resolutions
 - Chad Spohn
 - Melvyn Jacobson
 - Jeff George
 - James Wong
 - Kent Wrobel
 - Timothy Pelter
 - Aaron Booth
 - David Hollinger

Maritza:

- Copy and distribute all memos, handouts, and agendas per City Clerk to Council and other departments
- Scan legislation
- File all paperwork (i.e., contracts, minutes, agendas, bills, ordinances, resolutions, etc.) accordingly
- Distribute incoming mail to office staff and council members
- Register meeting speakers as requested
- Prepare and mail Thank You letter for invocators at City Council meetings
- Prepare and mail Thank You letters to speakers
- Answer constituent questions to best of my ability, forwarded complaints to appropriate departments, and updated complaint log
- Assisted constituents with legislative information they were researching or requesting
- Mail all necessary handouts/paperwork to BAC members

- Translate any needed fliers and documents
- Locate, Scan, and/or Copy requested legislation for various departments, other entities, or constituents.
- Type and correct dictation done by City Clerk
- Complete accounts payable forms and update budget
- Prepare Council agenda packets
- Prepare Board of Health agenda packets
- Prepare Board of Health minutes
- Provide IT with live update information for online codified ordinances
- Scan and archive old legislation into DocStar
- Create templates for the City Council newsletter

All staff:

- Committee of the Whole minutes, Committee meeting minutes and Regular minutes
- Drafted correspondence and memos for members of Council

Researched

Linda:

- City Audit Committees
- City Property & EIT Tax Rates 2007 – 2012
- Land Value Tax
- Recording of Ordinances
- Parliamentary Procedure
- Council Policies
- Charter Review Commissions

Michelle K:

- Steep Slope Zoning Overlay Districts
- Health Permit Fees
- Health Permit Definitions
- Lease Agreements

Maritza:

- None

Meetings Attended

Linda:

3/1 – Parliamentary Procedure Webinar
 3/2 – Quality of Life with Codes Manager and Legal Specialist
 3/2 – Council Policy with Solicitor
 3/3 – Special Committee of the Whole re Quality of Life program
 3/5 – ICC

	3/7 and 3/8 – Housing Alliance Western PA Blight Conference
	3/9 – Codes Manager & Eric Weiss re Certificate of Transfer
Ordinance	3/9 – Conference Call PFM 3/9 – Legal Specialist BPRC 3/12 – ICC 3/13 – John Kromer re BPRC and Land Banking 3/13 – Historic District meeting 3/14 – Legal Specialist, Business Analyst, Codes Manager re Certificate of Transfer Ordinance 3/14 – LRA Town Meeting 3/15 – BPRC Determination Hearing 3/15 – R-BAR re CORE Program 3/15 – Act 47 Implementation Meeting 3/19 – CD Director regarding Housing 3/19 – ICC 3/20 – BPRC Funding Legal Specialist & CD Manager 3/21 – Eminent Domain w Legal Specialist & RRA Solicitor 3/21 – Interview Managing Director candidate 3/21 – Reading Eagle Panel re Local Newspaper and readership 3/22 – Presentation re Certificate of Transfer Ordinance to R-BAR Spring Education Meeting 3/22 – Housing Roundtable w R-BAR and REIA 3/22 – Act 47 Implementation Meeting 3/23 – Oath of Office Mel Jacobson CAB 3/26 – ICC 3/28 – Bond Closing
Michelle K:	3/1 – Parliamentary Procedure Webinar 3/2 – Steep Slope 3/5 – Nominations and Appointments Committee 3/5 – Committee of the Whole 3/5 – Open Government, Rules and Intergovernmental Relations
Committee	3/6 – Lunch and Learn – Overcoming Negativity 3/7 – Certificate of Transfer Process 3/8 – Lunch and Learn – Overcoming Negativity 3/8 – Act 47 Implementation 3/9 – Health Fees Greenbelt 3/9 – Certificate of Transfer Process 3/12 – Committee of the Whole 3/13 – Lunch and Learn – Overcoming Negativity 3/13 – RFP opening – Delinquent Collections 3/15 – Lunch and Learn – Overcoming Negativity 3/15 – Bid opening – Pest Control 3/15 – Flexible Zoning Techniques

Committee	3/16 – Health Fees Greenbelt
	3/19 – Conference Call with Deb Hoag re Zoning Overlays
	3/19 – Public Works, Public Safety, and Neighborhood Services
	3/20 – Lunch and Learn – Overcoming Negativity
	3/20 – Bid opening – WWTP Generator Maintenance
	3/22 – Lunch and Learn – Overcoming Negativity
	3/22 – Bid Opening – Payroll Service
	3/23 – Executive Director Recreation Commission
	3/23 – Health Fees Greenbelt
	3/26 – Steep Slope
	3/26 – Committee of the Whole
	3/27 – Lunch and Learn – Overcoming Negativity
	3/27 – Bid Opening – Bituminous Materials
	3/28 – Environmental Advisory Council
	3/29 – Swearing In Ceremony – Sgt. Brian Rogers
	3/29 – Board of Ethics
	3/30 – Health Fees Greenbelt
Maritza:	3/1 – Parliamentary Procedures Webinar
	3/7 – Board of Health
	3/14 – Youth Fun Day

Requests for Information – 2

Council Activities

Topics under Discussion and Consideration

- Council held a session to review the Quality of Life Ticket program and the Council Policy Handbook.
- Council held a public hearing for a conditional use for Mary’s Shelter for reuse of the Navy Marine Center.
- Council interviewed a candidate for Managing Director

Legislation under Consideration

- **Bill No 8- 2012** - amending Chapter 5, Code Enforcement of the Codified Ordinances of the City of Reading by adding Alleys, Recycling Storage and the Food Code to existing Quality of Life Violations and amending language regarding Waste/Trash Storage Times and in the Current Fines and Penalties Section (**Law**) *Introduced at the January 9 regular meeting*
- **Bill No. 36-2012** - authorizing the Mayor to execute the third addendum to the lease and operating agreement between the City of Reading, Pennsylvania

and the Reading Area Water Authority, in the form attached hereto as Exhibit “A”, and such other documents necessitated thereby, including, without limitation, (1) a deed conveying to the Reading Area Water Authority an approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township owned by the City and (2) a deed conveying to the Reading Area Water Authority an approximately two and thirty-nine one hundredths (2.39) acre parcel of land owned by the City and located at 1801 Moss Street in the City of Reading **(Man Dir)** *Introduced at the March 12 regular meeting; Tabled at the March 26 regular meeting*

- **Bill No. 41-2012** – amending Chapter 4 Buildings Part 3 Certificate of Transfer by changing the effective date to May 1, 2012 **(Bus Analyst)** *Introduced at the March 12 regular meeting; Tabled at the March 26 regular meeting*
- **Ordinance** - amending the City of Reading Codified Ordinances §1-122. Ordinances, Part 5 Recording **(Council Staff/Law)** *Introduced at the March 26 regular meeting*
- **Ordinance** - amending §1-119 of the Administrative Code, Public Participation **(Council Staff/Law)** *Introduced at the March 26 regular meeting*
- **Ordinance** - amending the 2012 Property Maintenance Division Budget, allocating \$45,000 to the General Fund for vehicle purchases **(Bus Analyst)** *Introduced at the March 26 regular meeting*
- **Ordinance** - amending the City of Reading Codified Ordinances Chapter 1 Administration and Government, Section 186 G Fiscal Provisions by reducing the amount of expenditures and allocations requiring Council’s approval from \$25,000 to \$10,000 **(Council Staff)** *Introduced at the March 26 regular meeting*

Legislation Adopted

- **Bill No. 22-2012** - amending the 2012 solid waste budget, reallocating certain advertising, contracted services and postage funds to the 2012 vehicles budget **(Bus Analyst)** *Introduced at the February 27 regular meeting*
- **Bill No. 23-2012** - authorizing the Mayor to acquire, by condemnation or otherwise, a fee or easement interest, as deemed necessary or prudent by the mayor, in the parcels of land indentified as property identification numbers 18530651852796 and 18530616947572 (the “properties”) located along the west shore of the Schuylkill River between the Sixth and Canal Pump Station and Fritz Island Wastewater Treatment Plant (“WWTP”) for the purpose of constructing and maintaining such sanitary sewer facilities required for the efficient transportation of sewage to the WWTP **(Man Dir)** *Introduced at the February 27 regular meeting*

- **Bill No. 24-2012** - amending the City of Reading Codified Ordinances Chapter 1 Administrative Code, Part 2, §1-221. Categories of Employment by including compensated interns as temporary employees (**Law**) *Introduced at the February 27 regular meeting*
- **Bill No. 25-2012** - establishing a four-way stop intersection at St. Bernardine Street and Greenway Terrace in the City of Reading, Pennsylvania (**Law**) *Introduced at the February 27 regular meeting*
- **Bill No. 26-2012** - authorizing the Mayor to acquire the properties from the Berks County Tax Claim Bureau's current repository list as attached as Exhibit "A" (**Law**) *Introduced at the February 27 regular meeting*
- **Bill No. 27-2012** - amending Bill No. 7-2012 and Codified Ordinances §1-115 - Meetings to be Public providing additional language relating to the use of electronic recording devices at meetings (**Council Staff/Law**) *Introduced at the February 27 regular meeting*
- **Bill No. 28-2012** – refinancing the 2005 Bonds with a General Obligation Note, Series of 2012, in an aggregate principal amount not to exceed two million six hundred fifty five thousand dollars (\$2,655,000) (**Financial S&Iutions**) *Introduced at the February 27 regular meeting*
- **Bill No. 29-2012** - authorizing the Mayor to attempt to acquire ownership of the premises known as 405A South 7th Street, Reading, Berks County, Pennsylvania, from the Berks County Sheriff's Judicial Sale (**Law**) *Introduced at the February 27 regular meeting*
- **Bill No. 30-2012** – amending Bill No. 66-2011 the Position Ordinance by adding all Part Time, Temporary, and Seasonal employee positions (**Law**) *Introduced at the February 27 regular meeting*
- **Bill No. 31-2012** - amending the 2012 City of Reading general fund budget by authorizing the transfer of funds from the mailroom division to the citizens service center (CSC) (**Controller**) *Introduced at the March 12 regular meeting*
- **Bill No. 32-2012** - amending the Lease Agreement between the City of Reading and the Reading Area Water Authority (**RAWA/Law**) *Introduced at the March 12 regular meeting*
- **Bill No. 33-2012** – amending the City of Reading Codified Ordinances Chapter 3 Bicycles Part 1 Bicycle Regulations Section 3-106 Operation and Parking (**Police/Council Staff**) *Introduced at the March 12 regular meeting*

- **Bill No. 34-2012** - amending the City of Reading Codified Ordinances Chapter 15 Motor Vehicles and Traffic Part 10 Regulation of Pedalcycles and Non-Motorized Vehicles Section 15-1001 Riding and Parking of Pedalcycles on Sidewalks along Certain Streets Prohibited as attached (**Police/Council Staff**) *Introduced at the March 12 regular meeting*
- **Bill No. 35-2012** - amending Chapter 10, Health and Safety, of the Codified Ordinances of the City of Reading by eliminating Dry Cleaning Establishments from the regular inspection of the premises of Commercial and Residential Common Laundries under the Health Code of the City of Reading (**Law**) *Introduced at the March 12 regular meeting*
- **Bill No. 36-2012** - authorizing the Mayor to execute the third addendum to the lease and operating agreement between the City of Reading, Pennsylvania and the Reading Area Water Authority, in the form attached hereto as Exhibit "A", and such other documents necessitated thereby, including, without limitation, (1) a deed conveying to the Reading Area Water Authority an approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township owned by the City and (2) a deed conveying to the Reading Area Water Authority an approximately two and thirty-nine one hundredths (2.39) acre parcel of land owned by the City and located at 1801 Moss Street in the City of Reading (**Man Dir**) *Introduced at the March 12 regular meeting*
- **Bill No. 37-2012** - amending the 2012 City of Reading general fund budget by authorizing the transfer of debt service savings produced by refinancing 2005 notes and 2008 bonds to spending contingency (**Controller**) *Introduced at the March 12 regular meeting*
- **Bill No. 38-2012** - amending Chapter 5, Code Enforcement of the Codified Ordinances of the City of Reading by adding Alleys and Recycling Storage to existing Quality of Life Violations and amending language in the current Fines and Penalties Section (**Law/Codes**) *Introduced at the March 12 regular meeting*
- **Bill No. 39-2012** - rescinding Ordinance 59-2010 in its entirety (**Council Staff/Law**) *Introduced at the March 12 regular meeting*
- **Bill No. 40-2012** - amending the City of Reading Fee Schedule in relation to Commercial Laundry Fees (**Law**) *Introduced at the March 12 regular meeting*
- **Bill No. 41-2012** - amending Chapter 4 Buildings Part 3 Certificate of Transfer by changing the effective date to May 1, 2012 (**Bus Analyst**) *Introduced at the March 12 regular meeting*

- **Resolution** - authorizing the Public Works Director and Wastewater Treatment Plant Manager to submit of the forms and documents to obtain financial assistance for the costs associated with Wastewater Treatment Plant Mitigation as required by the Commonwealth of Pennsylvania (**Fire**)
- **Resolution** - authorizing the Public Works Director and Wastewater Treatment Plant Manager to submit of the forms and documents to obtain financial assistance for the costs associated with Force Main Mitigation as required by the Commonwealth of Pennsylvania (**Fire**)
- **Resolution** – authorizing the hearing process that will address the zoning backlog, by authorizing a hearing officer to hear properties with 1-3 units in high density residential zones, authorizing individual District Councilors to hold hearings for properties with 4-6 units in high density residential zones and authorizing the full body of Council to hold hearings for properties with 7 and more units and all properties in R1 and R2 zoning districts (**Council Staff**)
- **Resolution** – authorizing the Mayor to execute the Federal-Aid Reimbursement Agreement for the Penn Street Crosswalk Project, PennDOT MPMS No. 76614 (**Law**)
- **Resolution** – authorizing the Mayor to execute the Federal-Aid Reimbursement Agreement for the Penn Street Lighting Project, PennDOT MPMS No. 81360 (**Law**)
- **Resolution** - promoting Police Officer Brian Rogers to the rank of Sergeant in the Reading Police Department, effective March 16, 2012 (**Police**)
- **Resolution** - authorizing the Mayor to sign and submit an application for a PA DCNR Community Conservation Partnerships Program Grant for a rehabilitation project at the Keffer Park Playground (**Man Dir**)
- **Resolution** – promoting Lieutenant Kent Born to 2nd Deputy Chief (**Fire**)
- **Resolution** – promoting Lieutenant Michael Lessar Jr to 2nd Deputy Chief (**Fire**)
- **Resolution** – promoting 2nd Deputy Chief William Stoudt Jr to 1st Deputy Chief (**Fire**)
- **Resolution** – promoting 2nd Deputy Chief Stephen Serba to 1st Deputy Chief (**Fire**)
- **Resolution** – promoting 1st Deputy Chief Jeffrey Squibb to Acting Fire Chief (**Fire**)

- **Resolution** – reappointing Chad Spohn to the Plumbing Board (**Nom & Appts**)
- **Resolution** – appointing Melvyn Jacobson to the Citizens Advisory Board (**Nom & Appts**)
- **Resolution** – reappointing Jeff George to the HVAC Board (**Nom & Appts**)
- **Resolution** – reappointing James Wong to the Board of Health (**Nom & Appts**)
- **Resolution** – appointing Kent Wrobel to the Citizens Advisory Board (**Nom & Appts**)
- **Resolution** – appointing Timothy Pelter to the Electricians Examining Board (**Nom & Appts**)
- **Resolution** – reappointing Aaron Booth to the Historical Architectural Review Board (**Nom & Appts**)
- **Resolution** – appointing David Hollinger to the Building and Fire Code Board of Appeals (**Nom & Appts**)
- **Resolution** - authorizing the Mayor to execute a FFY 2012 (38th CD year - January 1, 2012 to December 31, 2012) Action Plan amendment to revise 2010 activities and to allocate unassigned Home Funds totaling \$278,000 to Habitat for Humanity for the conduct of homeowner rehabilitation and/or acquisition and rehabilitation in the City of Reading. These activities will be eligible under Home Program regulations and final rule at 24 cfr 92 (**CD**)
- **Resolution** - authorizing the Bank Accounts for the City of Reading for the 2012 Calendar Year as attached in Exhibit A (Controller)
- **Resolution** - authorizing the Mayor to execute a FFY2012 (38th CD year - January 1, 2012 to December 31, 2012) CDBG Action Plan Amendment to program \$91,000 in CDBG funds for the Lance Place Playground Improvements activity (**CD**)
- **Resolution** - authorizing the Mayor to execute a FFY2012 (38th CD year - January 1, 2012 to December 31, 2012) CDBG Action Plan Amendment to program \$50,000 in CDBG funds for the Microenterprise Technical Assistance activity (**CD**)
- **Resolution** – approving a TEFRA project between Alvernia University and the Reading Redevelopment Authority (**Stevens & Lee**)

- **Resolution** - designating Ralph Johnson, as Manager of the City of Reading Wastewater Treatment Plant, to execute and sign all certifications and documentation required in connection with the PENNVEST Financial Assistance Application (**Man Dir**)
- **Resolution** - approving a Conditional Use permit for Mary's Shelter for a group home at the Navy Marine Center located at 615 Kenhorst Blvd, as attached in the decision attached herein (**Council Staff/Law**)
- **Award of Contract** - for the Sewer Evaluation and Inspection to Woolpert, Inc., 4454 Idea Center Blvd., Dayton, OH 45430, for a total submitted price of approximately \$82,122.87 (**Purchasing**)

Committee Discussion Topics

Finance, Audit and Budget Committee

- Reviewed **legislation** with financial implications
- Heard an update from the City Auditor on **capital project audits**
- Reviewed **YTD budget expenditures**
- Reviewed **contracts for Human Resources Services**
- Heard from Police, Fire and Public Works for new positions
- Reviewed **Management Salaries**
- Reviewed the City's **financial status** and **IT report** and **Customer Service Center report**

Public Safety, Public Works and Neighborhood Services Committee

- Reviewed legislation regarding allowing **DID officials to ride bicycles on sidewalks** while on duty
- Reviewed a draft of a **Public/Private Partnership Agreement for park maintenance**
- Reviewed the **existing agreement** between the City of Reading and **Alvernia** regarding Angelica Park
- Requested maintenance at **Mineral Spring Park and City Park**
- Heard an update on the **Recreation Commission**

Open Government, Rules and Intergovernmental Relations Committee

- Continued the review of the **Council Policy Handbook**

- Reviewed **legislation** regarding amending the **Classifications of Employees** and **Rescinding 59-2010** to bring the removal of Charter Board members back into compliance with the Charter Board Ordinance
- Recommended sending a **Thank You for Your Service letter to William Hall Jr** as he has not been participating in the Recreation Commission
- Discussed **employees and officials serving on City Authorities**

Housing, Economic Development and Strategies Committee

- Heard an update on the **implementation of the Housing Ordinance**
- Heard updates on the **outcomes of codes cases before MDJs**, a **YTD review of Codes activity**, the **Zoning Backlog**, the **Quality of Life Ticketing Program**, and the **implementation of the Certificate of Transfer program**

Nominations and Appointments Committee:

- **Boards, Authorities & Commissions** – conducted 8 appointment and reappointment interviews and recommended 8 appointment and reappointment actions, where applicable, to the body of Council.

BILL NO. _____-2012

A N O R D I N A N C E

**AMENDING CHAPTER 5, CODE ENFORCEMENT OF THE CODIFIED
ORDINANCES OF THE CITY OF READING BY ADDING ALLEYS AND
RECYCLING STORAGE TO EXISTING QUALITY OF LIFE VIOLATIONS AND
AMENDING LANGUAGE IN THE CURRENT FINES AND PENALTIES SECTION**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 5 – Code Enforcement of the City of Reading Codified Ordinances is hereby amended to add alleys and recycling storage to §14-103, Quality of Life Violations and amending language in §14-110, Fines and Penalties per Exhibit A as attached hereto.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance, advertised on Monday, March 19, 2012, in the Reading Eagle shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2012

Council President

Attest:

City Clerk

Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

EXHIBIT A

§14-101 Purpose – Lack of maintenance of properties, littering, improper storage of trash and rubbish, storage of inoperable /non registered vehicles, vendor operations without permits and accumulation of snow and ice are costly problems that contribute to the deterioration of property values and general disorder in a community. These problems degrade the physical appearance of the City which reduced business and tax revenue inhibiting economic development. The quality of life and community pride of the citizens of Reading are negatively impacted by the occurrences and existence of these activities. Recognizing these are community problems, the purpose of this ordinance is to promote the health, safety and general welfare of the City by helping to create a clean environment for the citizens of Reading.

§14-102 – Definitions The following words, terms and phrases when used in this Part shall be defined as follows, unless context clearly indicates otherwise:

Authorized Litter Receptacle is a litter collection receptacle which is placed on the public right-of-way or on public property by the City for use by the public to deposit small quantities of hand-held trash, but not household or commercial waste

Debris - any material upon the premises that is a residue of structural demolition, or
any other material that is not neatly stored, stacked or piled in such a manner so as not to create a nuisance or become a harboring place or food supply for insects and rodents

Dumping includes, but is not limited to, depositing of litter, depositing durable goods (refrigerators, washers, dryers, etc.) small appliances, furniture, carpets, tires, vehicles, vehicle parts and automotive products and other such municipal waste, hazardous waste, residual waste and construction or demolition debris on public or private property, except as authorized by Part 1131, Solid Waste Storage, Collection and Disposal.

Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Hazardous Waste means any waste material or a combination of solid, liquid, semisolid, or contained gaseous material that because of its quantity, concentration, physical, chemical, or infectious characteristics may:

- a. Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating illness; and
- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed.

Household Hazardous Waste (HHW) is waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste because it is produced in quantities smaller than those regulated by the Pennsylvania Department of Environmental Protection, and because it is generated by persons not otherwise covered as hazardous waste generators by those regulations. Such HHW materials meet one of the following four classifications: Toxic; Flammable; Reactive; or Corrosive. HHW consists of numerous products that are common to the average household such as: Pesticides and herbicides, cleaners, automotive products, paints, and acids. (14262 §1 3/3/05)

Indoor Furniture - any and all pieces of furniture which are made for only inside use including, but not limited to, upholstered chairs and sofas, etc.

Junked Vehicle means any vehicle which presents a hazard or danger to the public or is a public nuisance by virtue of its state or condition of disrepair.

The following conditions, if present, are examples of a state or condition of disrepair:

- (1) Rusted and/or jagged metal on or protruding from the body of the vehicle;
- (2) Broken glass or windows on or in the vehicle;
- (3) Leaking of any fluids from the vehicle or deflated or flat tire(s);
- (4) Unsecured and/or unlocked doors, hood or trunk;
- (5) Storage or placement of the vehicle in an unbalanced condition, on concrete blocks or other similar apparatus;
- (6) Harboring of rodents, insects or other pests.

The foregoing examples are not inclusive of all conditions which may constitute a state or condition of disrepair. See also Motor Vehicle Nuisance.

Litter includes, but is not limited to, all waste material, garbage, trash, i.e. waste paper, tobacco products, wrappers, food or beverage containers, newspapers, etc.,

municipal waste, human waste, domestic animal waste, furniture or motor vehicle seats, vehicle parts, automotive products, shopping carts, construction or demolition material, recyclable material, dirt, mud and yard waste that has been abandoned or improperly discarded, deposited or disposed.

Local Responsible Agent means any person residing or working within the County of Berks designated to accept service on behalf of a legal owner or operator of a rental dwelling unit.

Mobile Vendor - a vendor or seller of food and/or goods from a vehicle or other conveyance upon the public streets or alleys of the City that does not typically remain stationary for more than approximately 10 minutes each hour.

Motor Vehicle - any type of mechanical device, capable or at one time capable of being propelled by a motor, in which persons or property may be transported upon public streets or highways, and including trailers or semi-trailers pulled thereby.

Motor Vehicle Nuisance – a motor vehicle with one or more of the following defects:

- A. Broken windshields, mirrors or other glass, with sharp edges.
- B. Broken headlamps, tail lamps, bumpers or grills with sharp edges.
- C. Any body parts, truck, firewall or floorboards with sharp edges or large holes resulting from rust.
- D. Protruding sharp objects from the chassis.
- E. Missing doors, windows, hood, trunks or other body parts that could permit animal harborage.
- F. One or more open tires or tubes which could permit animal harborage.
- G. Any vehicle suspended by blocks, jacks or other such materials in a location which may pose a danger to the public property owners visitors or residents of the property on which said vehicle is found.
- H. Any excessive fluids leaking from vehicle which may be harmful to the public or the environment.
- I. Disassembled body or chassis parts stored in on or about the vehicle.

J. Vehicles that do not display a current valid license and registration.

K. Such other defects which the Fire Department determines to be a danger to the general public or property.

L. Motor vehicles parked, drifted or otherwise located which may interfere with flow of pedestrian or automobile traffic or impede emergency efforts.

Municipal waste means any garbage, refuse, industrial, lunchroom or office waste, and other material including solid, liquid, semisolid, or contained gaseous material resulting from operation or residential, municipal, commercial, or institutional establishments or from community activities and which is not classified as residual waste or hazardous waste as defined herein. The term does not include source separated recyclable materials or organic waste.

Notice of violation is a written document issued to a person in violation of a city ordinance which specifies the violation and contains a directive to take corrective action within a specified time frame or face further legal action.

Nuisance - any condition, structure or improvement which constitutes a danger or potential danger to the health, safety or welfare of citizens of the City or causes a blighting effect in City neighborhoods. See also Public Nuisance.

Person means every natural person, firm, corporation, partnership, association, or institution. (13008 §1 11/7/90)

Planter Strip is the non-concrete space in the sidewalk area filled with dirt and/or grass.

Private Property means any land and the improvements thereon owned by any person and includes front, side and rear yards; vacant lots, buildings and other structural improvement; walkways and alleyways; and parking areas, designed or used either wholly or in part for private residential, industrial or commercial purposes, whether inhabited or temporarily or continuously uninhabited or vacant, including any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

Public Officer means any police officer, authorized inspector, or public official designated by the Mayor to enforce the City Ordinances.

Public Nuisance means any condition or premises which is unsafe or unsanitary.

Public Right-of-Way means the total width of any land used, reserved or dedicated as a street, alley, driveway, sidewalk or utility easement, including curb and gutter areas.

Recyclable Material means material which would otherwise become municipal waste, which can be collected, separated or processed, and returned to the economic mainstream in the form of raw materials or products. These materials are designated by the regulations promulgated under Chapter 20 Solid Waste Part 1 Solid Waste. Such materials may include, but not be limited to, aluminum cans, ferrous and bi-metal cans, glass containers, plastic bottles and containers, mixed paper, white goods, major appliances, televisions, tires and large auto parts.

Residual Waste means any discarded material or other waste including solid, semisolid or contained gaseous materials resulting from construction, industrial, mining, and agricultural operations excluding municipal water and sewer operations.

Rubbish. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Shade Tree, unless otherwise specified, includes all trees, shrubs, and woody vegetation in the public right-of-way.

Sidewalk Area means the public right-of-way between the property line and the curblineline or the established edge of the roadway.

Solid Waste - any waste including, but not limited to, municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials.

Storage - the containment of any municipal waste on a temporary basis in such a manner as not to constitute disposal as such waste, and it shall be presumed that the containment of any municipal waste in excess of 3 months constitutes disposal.

Tree Well is the non-concrete area surrounding a shade tree planted in a sidewalk area.

Vegetation is any planting that is cultivated and managed for edible or ornamental purposes such as vegetable gardens, trees, shrubs, hedges, flowers, etc.

Violation Ticket is a form issued by a police officer or public officer to a person who violates a provision of this Part. The violation ticket is an offer by the City of Reading extended to a person to settle a violation by paying the fine in lieu of a citation being issued against the violator.

Weeds shall be defined as all grasses, annual plants and vegetation, which meet any of the following criteria:

- a. exceed six (6) inches in height,
- b. exhale unpleasant noxious odors or pollen such as ragweed, dandelion and miscellaneous other vegetation commonly referred to as weeds or brush,
- c. may conceal filthy deposits or serve as breeding places for mosquitoes, other insects or vermin,
- d. may cause a public nuisance.

Weeds shall not include cultivated and managed vegetation planted for edible or ornamental purposes such as vegetable gardens, trees, shrubs, flowers, etc.

Yard. An open space on the same lot with a structure

§14-103 – Quality of Life Violations

QOL.001 Accumulation of rubbish or garbage – All ~~exterior property and~~ premises **and exterior property, including the sidewalk and rear alley**, and the interior of every structure, shall be free from any accumulation of waste, trash, rubbish or garbage.

QOL.002 Animal maintenance and waste/feces clean-up – People owning, harboring or keeping an animal within the City of Reading shall not permit any waste matter/feces from the animal to collect and remain on the property so as to cause or create an unhealthy, unsanitary, dangerous or offensive living condition. All waste from animals must be cleaned up on a daily basis.

QOL.003 Disposal of Rubbish or Garbage / Dumping – improper disposal of rubbish or garbage or dumping or disposing of rubbish or garbage on vacant, unoccupied, or other property

QOL.004 High weeds, grass or plant growth – All premises and exterior property, **including the sidewalk and rear alley**, shall be maintained free from weeds or plant growth in excess of 6 inches (152.4 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation. Cultivated flowers, gardens, trees and shrubs shall not be included as a violation of this ordinance.

QOL.005 Littering or scattering rubbish – No person shall throw, dump, place, sweep or dispose of any waste, trash, garbage or rubbish upon any public sidewalk, alley, street, bridge, public passageway, public parking area or on any public property.

QOL.006 Motor Vehicles – It shall be unlawful to store, park or place any unregistered, un-inspected, inoperative, unlicensed or nuisance motor vehicle on any premises. No vehicle shall, at any time, be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

QOL.007 Operating a food cart illegally – It shall be unlawful to operate any food cart without the proper permits and/or inspections. It shall also be unlawful to operate any food cart while any portion of the cart is inoperable.

QOL.008 Operating or vending without the proper permit/license – It shall be unlawful for any person, business, partnership or entity to operate, including but not limited too any business, vending cart, store or establishment without the proper permits

QOL.009 Outside placement of indoor appliances/furniture – It is prohibited to store or place any/all appliances or furniture including but not limited to ranges, refrigerators, air conditioners, ovens, washers, dryers, microwaves, dishwashers, mattresses, recliners, sofas, interior chairs or interior tables on the exterior of any property for the purpose of sale or any other reason except for the temporary purpose to perform maintenance in said property.

QOL.010 Ownership presumption of waste, trash and/or recyclables for illegal dumping and illegal hauling

– It shall be the responsibility of every owner and/or occupant to dispose of their waste, trash or recyclables in a proper manner. Any business or person who is unable to show proof that they have legally disposed of any waste, trash or recyclables, will be in violation of this ordinance. Should any person or business use an unlicensed hauler to dispose of their waste, trash or recyclables, said person or business shall be in violation of this ordinance. Upon request of the Property Maintenance/Codes Administrator or his/her designee, any owner or occupant must show proof of their appropriate trash and/or recyclable hauler. Any Parts found within a municipal waste container, recycling container, garbage bag or loose trash/waste displaying the name and/or address of a person and/or persons, that trash or waste shall be presumed to be the property of such person and/or persons. It shall be unlawful for any person, business, partnership or entity to remove or haul waste, trash or recyclables without the proper approval or license. Any waste, trash or recyclables found not to be disposed of in accordance with this ordinance, will be a violation of this ordinance.

QOL.011 Placement or littering by private advertising matter – No person shall throw, place, sweep or dispose of litter or private advertising matter upon any public sidewalk, alley, street, bridge, public passageway, public parking area or any public property. No person, group, organization or entity will hang, place or advertise on any public property in any manner. No person, group, organization or entity will hang, place or advertise on any property that they do not have any ownership rights without written approval of said owner.

QOL.012 Snow and ice removal from sidewalks – Every owner, tenant, occupant, lessee, property agent or any other person who is responsible for any property within the City of Reading, is required to remove any snow or ice from their sidewalk. Any property located along Penn Street, Washington Street and/or Court Street or along Second (2nd) Street, Third (3rd) Street, Fourth (4th) Street, Fifth (5th) Street, Sixth (6th) Street, Seventh (7th) Street, Eighth (8th) Street and Ninth (9th) Street, between Penn Street and Washington Street, shall have all snow or ice removed within two (2) hours of the cessation of said snow and ice falling. Furthermore, the entire sidewalk must be free of all snow and ice in these areas. Any other property within the City of Reading shall have all snow and ice removed within four (4) hours of the cessation of said snow and ice falling and must create a path, free from any snow or ice, of three (3) feet on said sidewalk. Should any property be a place of business within the City of Reading, all snow and ice must be removed within two (2) hours of the cessation of said snow and ice falling. Any property deemed a business; the entire sidewalk must be free from any snow and ice. If/when the snow and/or ice cessation happens during the hours of darkness, the time limit of removal of all snow and ice begins at daybreak.

QOL.013 Storage containers for waste ~~or~~, trash and/or recyclables– The owner of every premise shall supply approved containers for waste~~l~~, trash **and/or recyclables** as well as be responsible for the removal of rubbish. All containers that store waste ~~or~~, trash **and/or recyclables** shall be durable, water tight and made of metal or plastic. Containers must have tight fitting covers and must be kept clean and odor free at all

times. All containers must be stored in the rear of every property so said containers are not visible from the public right-of-way. Waste/, trash **and/or recycling** containers may only be placed in front of any property when darkness occurs the night before the day of the scheduled pick-up day. Once the licensed hauler removes the waste/trash from any property, all containers must be returned to the rear of any property before daybreak on the day following pick-up. (Example – Jim Smith’s trash collection day is Wednesday. Jim Smith may place his trash/**recycling** containers out front of his property on Tuesday night, once night falls. Jim Smith must place his trash/**recycling** containers in the rear of his yard before daybreak, on Thursday morning.)

QOL.014 Storing or discarding of appliances – Refrigerators and similar equipment including but not limited too washers, dryers, dishwashers and ranges not in operation shall not be discarded, stored or abandoned on any premises without first removing the doors.

QOL.015 Storing of hazardous material – It shall be unlawful for any person, business or entity to store combustible, flammable, explosive or other hazardous materials, including but not limited too paints, volatile oils and cleaning fluids or combustible rubbish including but not limited too wastepaper, boxes or rags unless the storage of said materials is stored in compliance with the applicable Building Codes.

QOL.016 Storing of recyclables – It shall be the responsibility of the owner of all residential, commercial and industrial property to ensure storage, collection and disposal of all recyclables from their property in such a manner not to create a public nuisance. Storage of recyclables is only ~~prohibited~~ **allowed** in approved containers which must be kept clean and sanitary at all times.

QOL.017 Storing or serving of potentially hazardous food – No person, business, partnership or entity shall store or serve potentially hazardous food. Including but not limited too out of date food, food being stored above or below the appropriate temperature, food being stored directly on a flooring surface, infestation problems at the location or serving food that had previously been open are considered a violation of this ordinance.

QOL.018 Swimming pools – Swimming pools shall be maintained in good repair at all times. They shall also be kept clean, safe, covered and sanitary as well.

QOL.019 Violating the terms of any vending license – It shall be unlawful to violate any term, part, portion or in total, any vending license. Any person, business, partnership or entity violating their vending license, shall be in violation of this ordinance.

§14-104 Authority for Issuance of Violation Ticket – Upon finding a Quality of Life Violation any City of Reading Property Maintenance Inspector appointed by the Property Maintenance/Codes Administrator of the City of Reading, may issue Quality of Life Violation Tickets to the owner and/or occupant of the property at issue or to the individual known to have violated this ordinance.

§14-105 Enforcement

A. The provisions of this Part shall be enforced by police officers, or any other public officer authorized to enforce ordinances.

B. Any violation of the provisions of this Part may be cause for a citation, a violation ticket and/or a notice of violation to be issued to the violator.

§14-106 Service A violation ticket shall be served upon a violator by handing it to the violator, by handing it at the residence of the person to be served to an adult member of the household or other person in charge of the residence, by leaving or affixing the notice or violation ticket to the property where the violation exists, by handing it at any office or usual place of business of the violator, to his/her agent or to the person for the time being in charge thereof, or by mailing the notice to the violator's address of record.

§14-107 Separate Offense – Each day a violation continues or is permitted to continue may constitute a separate offense for which a separate fine may be imposed.

§14-108 Regulations – The Property Maintenance/Codes Administrator is hereby authorized to promulgate rules and regulations to implement and supplement the provisions of this Ordinance.

§14-109 Abatement of Violation – Any person or business violating this ordinance is hereby directed to satisfy the City of Reading and its citizens, upon issuance of a Quality of Life Ticket, by correcting the violation in question. A public officer is authorized and empowered to cause a violation to be corrected. The cost shall be determined by the Administrator of the Property Maintenance Division or designee in order that the City shall be compensated for both direct and indirect costs and expenses incurred.

The City of Reading and/or their contractor, per the direction of the city, reserves the right to abate the violation in question at the expense of the owner. . If the City has effected the abatement of the violation, the cost thereof may be charged to the owner of the property, tenant or offending party. A bill/invoice will be generated to the violator for payment separate from the Quality of Life Ticket which will also be paid separately.

In all instances where the City abates the violation, in addition to the fine set forth in the Quality of Life Ticket, the City is authorized to recover from the offending party, the owner of the property, or tenant the abatement charges and such other charges established by the Property Maintenance/Codes Administrator in the rules and regulations.

City of Reading Cleanup – The city reserves the right to perform any necessary work to abate any violation once seventy-two (72) hours passes from the date of issuance of the Quality of Life Ticket. Should the violation at the discretion of the Property

Maintenance/Codes Administrator and/or his or her designee present imminent danger and/or pose a health hazard and/or risk, the city reserves the right to perform the abatement immediately. The city will perform this work at a rate of \$60.00 per hour per man and forward the cost of any material necessary for the abatement. The city reserves the right to charge an additional twenty percent (20%) on all material purchases to cover all miscellaneous expenses such as wear and tear on equipment.

Contractor Cleanup – The city reserves the right to direct a contractor to perform the abatement of the violation in question once seventy-two (72) hours passes from the date of issuance of the Quality of Life Ticket. Should the violation present imminent danger and/or pose a health hazard and/or risk, the city reserves the right to direct the contractor to perform the abatement immediately. The contractor will submit a bill for their work to the City of Reading and the city will forward these costs to the violator. The city reserves the right to add a thirty percent (30%) processing fee in addition to the cost of the contractor.

§14-110 FINES AND PENALTIES

A. Violation Ticket Fines

1. For the first of a violation of this Part within a twelve (12) month period, violation tickets shall be issued in the amounts of Twenty-Five Dollars (\$25) or Fifty Dollars (\$50) as set forth on the chart below.

2. For the second offense of a violation of this Part within a twelve (12) month period, violation tickets shall be issued in the amounts of Fifty Dollars (\$50) or One Hundred Dollars (\$100) ~~Dollars~~ as set forth on the chart below.

3. For the third **and subsequent** offense of a violation of this Part within a twelve (12) month period, violation tickets shall be issued in the amounts of One Hundred **and Fifty** Dollars (\$150) ~~Dollars~~ or Two Hundred and Fifty Dollars (\$250) as set forth on the chart below.

4. ~~For each offense subsequent to three offenses of this Part within a twelve (12) month period, amounts of violation tickets shall increase in the amount of One Hundred Fifty Dollars (\$150) or Two Hundred Fifty Dollars (\$250) accumulative for each subsequent offense.~~ **Any person who receives a violation ticket for any violation of this Part may within fifteen (15) days, admit the violation, waive a hearing and pay the fine in full satisfaction.**

5. ~~Any persons who receives a violation ticket for any violation of this Part, except, may within fifteen (15) days, admit the violation, waive a hearing and pay the fine in full satisfaction.~~ **Any person violating this Part shall pay a fine as set forth herein for each offense plus all direct and indirect costs incurred by the City for the clean up and abatement of the violation.**

~~6. Any person who violating this Part shall pay a fine as set forth herein for each offense plus all direct and indirect costs incurred by the City for the clean up and abatement of the violation.~~

Violation number for Quality of Life Ticket Ordinance	Brief description of violations for Quality of Life Ticket Ordinance	Fine 1	Fine 2	Fine for every instance over 2 third and subsequent instance
QOL – 001	Accumulation of rubbish or garbage	\$25.00	\$50.00	\$100.00
QOL – 002	Animal maintenance and waste/feces clean-up	\$25.00	\$50.00	\$100.00
QOL – 003	Disposal of rubbish or garbage / Dumping	\$25.00	\$50.00	\$100.00
QOL – 004	High weeds, grass or plant growth	\$25.00	\$50.00	\$100.00
QOL – 005	Littering or scattering rubbish	\$25.00	\$50.00	\$100.00
QOL – 006	Motor vehicles	\$25.00	\$50.00	\$100.00
QOL – 007	Operating a food cart illegally	\$25.00	\$50.00	\$100.00
QOL – 008	Operating or vending without the proper permit/license	\$25.00	\$50.00	\$100.00
QOL – 009	Outside placement of indoor appliances/furniture	\$25.00	\$50.00	\$100.00
QOL – 010	Ownership presumption of waste, trash and/or recyclables for illegal dumping and illegal hauling	\$50.00	\$100.00	\$250.00
QOL – 011	Placement or littering by private advertising matter	\$25.00	\$50.00	\$100.00
QOL – 012	Snow and ice removal from sidewalks	\$25.00	\$50.00	\$100.00
QOL – 013	Storing containers for waste or trash	\$25.00	\$50.00	\$100.00
QOL – 014	Storing or discarding of appliances	\$25.00	\$50.00	\$100.00
QOL – 015	Storing of hazardous material	\$50.00	\$100.00	\$250.00
QOL – 016	Storing of recyclables	\$25.00	\$50.00	\$100.00
QOL – 017	Storing or serving of potentially hazardous food	\$50.00	\$100.00	\$250.00
QOL – 018	Swimming pools	\$25.00	\$50.00	\$100.00
QOL – 019	Violating the terms of any vending license	\$25.00	\$50.00	\$100.00

B. Violation Ticket Penalties

1. If the person in receipt of a Twenty-Five Dollar (\$25) ~~dollar~~-violation ticket does not pay the fine or request a hearing within fifteen (15) days, the person will be subject to a ten (\$10) dollar penalty for days sixteen (16) through thirty (30).

2. If the person in receipt of a ~~One Hundred Dollar (\$100) dollar~~ **Fifty Dollar (\$50.00)** violation ticket does not pay the fine or request a hearing within fifteen (15) days, the person will be subject to a Twenty-Five (\$25) dollar penalty for days sixteen (16) through thirty (30)..

3. If the person in receipt of a One Hundred **and Fifty Dollar (\$150) Dollar** or Two Hundred and Fifty Dollar (\$250) or higher violation ticket does not pay the fine or request a hearing within ten (10) days, the person will be subject to a Fifty **Dollar (\$50) Dollar** penalty for days sixteen (16) through thirty (30)..

4. Failure of the person to make payment or request a hearing within thirty (30) days of a violation ticket shall make the person subject to a citation for failure to pay.

5. If violations continuous or egregious, code official has right to issue citation without first issuing ticket provided notice has been given. Upon issuance of four (4) tickets for same violation, right is reserved for code official to issue citation for fifth and subsequent offenses.

C. Citation Fines

Any person, firm or corporation who shall fail, neglect or refuse to comply with any of the terms or provisions of this Part, or of any regulation or requirement pursuant hereto and authorized hereby shall, upon conviction, be ordered to pay a fine not less than One Hundred (\$100) Dollars, not more than One Thousand (\$1,000) Dollars on each offense or imprisoned no more than ninety (90) days, or both.

D. Restitution

The Magisterial District Judge may order the violator to make restitution to said real or personal property owner.

§14-111 APPEAL –

A. *Administrative Appeal*

1. A person in receipt of a violation ticket may appeal to the Property Maintenance / Codes Administrator by filing a request with **the Property Maintenance Division** in writing within fifteen (15) calendar days of date of the violation ticket.

2. In order for an appeal to be deemed valid and a hearing date/time to be set, the following must be performed by the alleged violator requesting the appeal within fifteen (15) calendar days **of the date that the Quality of Life Ticket was issued**:

- A. All paperwork, including the appropriate appeal form, for the appeal must be submitted and complete ~~within fifteen (15) calendar days that the Quality of Life Ticket was issued.~~
- B. Payment of the fine must be **paid** in full which will be refunded within thirty (30) calendar days should the alleged violator win their appeal.

3. The appeal hearing will be **held** before the Property Maintenance/Codes Administrator or his/her designee. The Administrator or his/her designee may uphold the appeal, deny the appeal, or may modify the violation ticket and/or any associated costs, fines or penalty amounts as he/she sees appropriate.

B. *Subsequent Appeals*

Any subsequent appeal shall be filed to the Berks County Court of Common Pleas pursuant to 2 Pa.C.S. §751 and §752.

§14-112 Nonexclusive Remedies. The penalty and collection provisions of this Section shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the City of Reading as may be deemed appropriate for carrying out the purposes of this Part. The remedies and procedures provided in this Part for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the City in the case of a violation of any other City of Reading Code or Codified Ordinances, whether or not such other code or ordinance is referenced in this Part and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Part.

§14-113 Severability If any provision, paragraph, word, section or subsection of this Part is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, or subsection shall not be affected and shall remain in full force and effect.

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BILL NO. 47-2007

AN ORDINANCE

**AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN
THE CITY OF READING AND ALVERNIA COLLEGE FOR PREMISES BEING
A PORTION OF ANGELICA PARK.**

WHEREAS, the City of Reading is the legal owner of certain property known as Angelica Park; and

WHEREAS, the City of Reading desires to lease a portion of said property to Alvernia College and intends to enter into a certain lease containing the terms set forth in attached Exhibit A;

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Alvernia College for a certain portion of property known as Angelica Park in accordance with terms set forth in the attached Exhibit A.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted June 25, 2007

[Signature]
President of Council

Attest:

[Signature]
City Clerk

Submitted to Mayor: [Signature]

Date: 6-26-07

Received by the Mayor's Office: [Signature]

Date: 6-26-07

Approved by Mayor: [Signature]

Date: 6/26/07

Vetoed by Mayor: _____

Date: _____

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 25 day of June, A. D. 2007. Witness my hand and seal of the said City this 27 day of June, A. D. 2007.

[Signature]
CITY CLERK

LEASE AGREEMENT

THIS AGREEMENT OF LEASE (the "Agreement") is dated to be effective the 1st day of July, 2007 (the "Commencement Date"), by and between CITY OF READING, a Pennsylvania municipal corporation, having an address at 815 Washington Street, Reading, Pennsylvania (the "Lessor") and ALVERNIA COLLEGE, a Pennsylvania nonprofit corporation, having an address at 400 St. Bernadine Street, Reading, Pennsylvania 19607 (the "Lessee")

BACKGROUND

A. The Lessor is the owner of a tract of land and the improvements erected thereon located in Cumru Township, Berks County, Pennsylvania, being a portion of "Angelica Park", as depicted and/or described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

B. The Lessee desires to lease the Premises from the Lessor and to construct certain additional improvements at the Premises as more fully described in Article 3 herein, and the Lessor desires to lease to the Lessee the Premises under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Lessor and the Lessee hereby covenant and agree as follows:

ARTICLE 1

PREMISES AND TERM

Section 1.1 Grant of Lease. Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the Lessee does rent and lease from the Lessor the Premises for the uses and purposes as specifically described herein. The existing improvements at the Premises which are being leased to Lessee hereunder include a parking lot, four (4) tennis courts with lights, two (2) existing ball fields, and a grandstand.

TO HAVE AND TO HOLD the Premises for a term of twenty-nine (29) years and eleven (11) months commencing on the Commencement Date and expiring at midnight on the 31st day of May, 2037 (the "Term").

Section 1.2 Negotiations for New Lease. As of the twentieth (20th) anniversary of the Commencement Date, the parties agree to commence negotiations for a new Lease commencing as of the termination date of the within Lease, for a minimum term of ten (10) years at an annual rental not to exceed One Dollar (\$1.00) per year.

ARTICLE 2

RENT

Section 2.1 Rent. In consideration of the lease of the Premises, Lessee shall pay to Lessor on the Commencement Date the sum of One Dollar (\$1.00) for each year of the Term.

Section 2.2 Manner of Payment. All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be paid at the address of Lessor set forth above or at such other place as Lessor shall from time to time designate by notice to Lessee, in lawful money of the United States.

ARTICLE 3

IMPROVEMENTS TO BE CONSTRUCTED BY LESSEE AT THE PREMISES

Section 3.1 Improvements by Lessee. The parties agree that the Lessee shall construct one (1) baseball field and one (1) softball field, both of NCAA quality, including dugouts, new fencing and lighting at each of said fields. The Lessee shall also construct a building at the Premises containing restrooms, sport equipment storage athletic training facilities and a concession stand. The aforesaid improvements to be constructed by Lessee are hereinafter collectively referred to as the "Improvements". A final set of plans and specifications for the project will be provided to the Lessor prior to the Lessee beginning construction work at the

Premises. Subject to applicable regulatory approval, (i) the phasing of the construction of the Improvements shall be agreed by the parties from time to time, and (ii) Lessee shall make reasonable accommodations for storage of Lessor's mowing equipment.

Section 3.2 Payment for Improvements. Lessee shall be responsible for the entire cost of the Improvements.

Section 3.3 Dedication of St. Bernadine Street. Within six (6) months of the Commencement Date, the Lessor shall dedicate St. Bernadine Street as a public roadway through Angelica Park to Route 10.

Section 3.4 Cessation of Lessor's Use of Premises

Unless the Lessee shall provide prior written approval, Lessor shall not permit any use whatsoever of the Premises, including, but not limited to, recreational, league and/or tournament play, subsequent to the Commencement Date. Subject to applicable regulatory approval, Lessee shall promptly commence construction and use its best efforts to complete the Improvements, including the installation and establishment of turf for such uses.

Section 3.5 Repair of Electrical Lines. The Lessee shall repair the broken underground electrical line to the existing tennis courts.

Section 3.6 Option to Construct. The Lessee shall have the right, but not the duty, to construct two (2) additional tennis courts at the Premises, subject to applicable regulatory approval.

Section 3.7 Repaving of Parking Lot. Lessor, at its sole cost and expense, shall repave the parking lots at the Premises prior to or at the time that Lessee is constructing the baseball and softball fields at the Premises pursuant to Section 3.1 of this Lease, so that the parking lots are repaved upon completion of the construction of the baseball and softball fields.

ARTICLE 4

USE OF THE PREMISES BY LESSEE AND LESSOR

Section 4.1 Lessee's and Lessor's Use of the Premises. The Lessee and Lessor shall have the use of the Premises as follows:

- (a) For all baseball and softball games and tennis matches of the Lessee.
- (b) For other events hosted by the Lessee providing (i) the event does not cause unusual wear to the Premises, as determined in the reasonable discretion of the Lessor; and (ii) the use does not conflict with the Lessor's use of the Premises pursuant to the master schedule for the Premises to be maintained by the Lessee and shared with the Lessor.
- (c) The Lessor shall retain the right to use the fields and related facilities for recreational, league and/or tournament play. However, the Lessee shall have priority scheduling of the fields at the Premises during the NCAA prescribed softball and baseball sessions during the Lessee's Spring Semester.
- (d) The master schedule for the Premises shall be maintained by the Lessee and shared with the Lessor.
- (e) The concession stand shall be available for use by both the Lessee and the Lessor.
- (f) Access to the fields at the Premises will be limited to 8:00 a.m. to 10:00 p.m. daily, unless further restricted by agreement of the Lessor and Lessee. Public Safety employees of the Lessee shall lock and unlock the fences to the fields daily.

Section 4.2 Compliance with Law. The Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Lessee shall at all times

ensure that its use of the Premises is within full compliance with all applicable statutes, ordinances and other requirements of Cumru Township.

Section 4.3 Permits and Licenses The Lessee shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for its use of the Premises as set forth herein.

Section 4.4 No Violation of Insurance Contracts The Lessee and Lessor shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by the Lessor or the Lessee or which will make it impossible for either party to obtain fire, general liability or other insurance.

Section 4.5 Security The Lessee, at its expense, shall obtain adequate security and take necessary measures to provide for the safety of the attendees, participants and property at Lessee-hosted events at the Premises.

Section 4.6 No Discrimination The Lessee covenants and agrees that during its use of the Premises, it will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

ARTICLE 5

PAYMENT OF EXPENSES

Section 5.1 Lessee's Obligations The Lessee shall have responsibility for maintenance of the Premises, and the payment of all costs related thereto, and for the payment of utilities at the Premises, including, but not limited to, routine maintenance and repairs to the parking lots at the Premises.

Section 5.2 Maintenance Standards Lessee's Maintenance shall be performed in accordance with the Lessee's general standards of maintenance and repair.

Section 5.3 Repairs by Lessor. The Lessor shall be responsible for repairing any field damage resulting from use by Lessor-sponsored leagues, recreational or tournament play, or other uses of the Premises by Lessor.

Section 5.4 Repairs to be Shared by Lessor and Lessee. The Lessor and the Lessee shall each be responsible for fifty percent (50%) of the cost of major repairs, improvements, upgrades, and/or repaving of the parking lots at the Premises subsequent to the repaving of the parking lots to be performed by Lessor in accordance with Section 3.7 of this Lease.

ARTICLE 6

GOVERNMENT APPROVALS

Section 6.1 Lessee's Responsibility to Obtain Government Approvals. The Lessee shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The Lessor will support and cooperate with the Lessee in any efforts to gain necessary government or municipal approvals.

ARTICLE 7

INSURANCE

Section 7.1 Casualty Insurance. The Lessee, during construction and for the Term of the Lease, shall keep all buildings and Improvements existing and hereinafter constructed insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Extended Coverage Insurance".

Section 7.2 Liability Insurance. Lessor and the Lessee shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury/death and property damage. The Lessor and the Lessee, will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for

general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires or others, and shall provide each other with Certificates of Insurance naming the other party as an additional insured. If the Lessor is self-insured, the Lessor shall provide Lessee with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

Section 7.3 Additional Insureds. The Lessor and the Lessee shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

ARTICLE 8

INDEMNIFICATION

Section 8.1 Indemnification by Lessor. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessee, its employees, agents, contractors, and/or students, the Lessor agrees to and does hereby indemnify and hold the Lessee harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessor; and (ii) the breach by Lessor of the provisions of this Agreement.

Section 8.2 Indemnification by Lessee. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessor, its employees, agents, contractors, invitees, spectators, participants, officials and/or concessionaires, the Lessee agrees to and does hereby indemnify and hold the Lessor harmless from all losses, costs, damages and

expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessee; (ii) any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance, including, but not limited to zoning and building code ordinances, by Lessee and (iii) the breach by Lessee of the provisions of this Agreement.

Section 8.3 Indemnification not Limited by Insurance. Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish the Lessor's or Lessee's responsibilities hereunder.

Section 8.4 Survival of Termination of Agreement. These indemnifications of the Lessor and the Lessee shall survive the termination of this Agreement.

Section 8.5 Waiver of Immunity. Lessor hereby waives any statutory immunity and limit on its liability as between the Lessor and the Lessee for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the Lessor's use of the Premises.

ARTICLE 9

ENVIRONMENTAL

Section 9.1 Compliance with Environmental Laws. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises. Lessor shall be solely responsible for compliance with any and all environmental and industrial

hygiene laws and for the remediation and/or removal of any hazardous materials, substances, wastes or other environmentally regulated substances located on the 0.355 acre tract of land to be acquired by Lessor from the Norfolk Southern Railway Company at the time Lessor acquires title to said tract of land in accordance with the condition precedent set forth in Article 24 of this Lease.

Section 9.2 Environmental Indemnification. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. Lessor shall hold harmless and indemnify Lessee, and assume all duties, responsibilities and liabilities at its sole cost and expense (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and be solely responsible for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to the condition of the 0.355 acre tract of land to be acquired by Lessor from the Norfolk Southern Railway Company pursuant to the requirement of Article 24 of this Lease at the time Lessor acquires title to said tract of land .

Section 9.3 Indemnifications Survive Termination of Agreement. The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

ARTICLE 10

CONDEMNATION

Section 10.1 Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

ARTICLE 11

CASUALTY

Section 11.1 Casualty. Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata

basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

ARTICLE 12

DEFAULT AND RIGHT TO CURE

Section 12.1 Default by Lessee. The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination.

Section 12.2 Default by Lessor. The following will be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination.

ARTICLE 13

SIGNS

Section 13.1 General Signage. Subject to applicable ordinances, signage shall be installed by the Lessee which shall identify the Premises as being both "the City of Reading's Angelica Park" and as "Home to Alvernia College Athletics."

Section 13.2 Lessee's Signs. The Lessee shall be permitted to display banners from the light poles and fences to identify the property as part of the Lessee's college campus.

Section 13.3 Sponsorship Signs. The Lessee shall be entitled to all revenue from any sponsorship signs which may be displayed at the Premises, provided that such revenue is expended by the Lessee for maintenance of the Premises.

ARTICLE 14

ASSIGNMENT

Section 14.1 Assignment. Either party hereto may assign or otherwise transfer its interest in this Agreement to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets without the consent of the other party. Any such assignment by the Lessee shall include its right of first refusal set forth in Article 23 below.

ARTICLE 15

ENTIRE AGREEMENT

Section 15.1 Entire Agreement. This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than

as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by Lessor and Lessee. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

ARTICLE 16

NOTICES

Section 16.1 Notices. Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Lessor:	City of Reading 815 Washington Street Reading, PA 19601 Attn: Managing Director
With a copy to:	Charles D. Younger, Esquire City Solicitor 815 Washington Street Reading, PA 19601
If to Lessee:	Alvernia College 400 Saint Bernadine Street Reading, PA 19607-1799 Attention: Thomas F. Flynn, Ph.D., President
With a copy to:	Heidi B. Masano, Esquire Masano ♦ Bradley 1100 Berkshire Boulevard, Suite 201 Wyomissing, PA 19610

ARTICLE 17

SEVERABILITY

Section 17.1 Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

ARTICLE 18

APPLICABLE LAW

Section 18.1 Applicable Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

ARTICLE 19

MEDIATION

Section 19.1 Mediation. Notwithstanding the provision of Article 18 set forth above, any disputes between Lessor and Lessee shall first be submitted to mediation, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Section 20.1 Relationship of the Parties. It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Lessee and Lessor shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

ARTICLE 21

SURRENDER

Section 21.1 Surrender. Upon termination of this Agreement, Lessee shall peaceably surrender the Premises to Lessor in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

ARTICLE 22

MEMORANDUM OF LEASE

Section 22.1 Memorandum of Lease. In order for Lessee to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease

Agreement; (ii) the term of this Lease; (iii) the location of the Premises subject to the Lease; and
(iv) the Lessee's right of first refusal to purchase the Premises.

ARTICLE 23

LESSEE'S RIGHT OF FIRST REFUSAL

Section 23.1 Lessee's Right of First Refusal. If, at any time during the term of this Lease, Lessor shall receive a bona fide offer from any person to purchase the Premises, Lessor shall send Lessee a copy of the proposed contract and notify Lessee of the intention of Lessor to accept the said offer. Lessee shall have the right within thirty (30) days to accept the terms of the said contract in writing and within ninety (90) days thereafter to purchase the Premises in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract. If Lessee shall not so elect within the said period, Lessor may then sell the Premises to said buyer provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to Lessee.

If Lessee fails to execute the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished on the consummation of said sale; however, if such sale if not consummated, the right of first refusal shall remain in effect.

ARTICLE 24

CONDITIONS PRECEDENT

Section 24.1 Conditions Precedent. Lessee's obligations hereunder are conditioned upon Lessor obtaining fee simple title from the Norfolk Southern Railway Company, successor to Pennsylvania Lines, LLC, (the "Railroad") of all that certain 0.355 acre tract of land located in Cumru Township, Berks County, Pennsylvania as more fully described and depicted on Exhibit "B" attached hereto and incorporated herein by reference (the "Railroad Land"), with the Railroad reserving an easement for its existing signboards, existing fiber optic lines, poles, pipes,

wires, communications, signal facilities and facilities of like character used in the operation of the Railroad. In connection with Lessor's acquisition of the Railroad Land, Lessee shall pay or has paid the following expenses of Lessor and perform the following obligations of Lessor in accordance with the terms of a Purchase Contract between Lessor and the Railroad for the Railroad Land dated September 29, 2006:

- (a) The purchase price of Twenty Thousand Dollars (\$20,000.00) to be paid by Lessor to the Railroad for acquisition of the Railroad Land.
- (b) Lessee shall engage a Pennsylvania registered land surveyor to perform a survey of the Railroad Land and prepare a legal description thereof, which shall be certified to the Railroad. The survey and legal description shall be in a format acceptable for recording in the Berks County Recorder of Deeds Office and shall be subject to the approval of the Railroad.
- (c) Lessee shall secure a title insurance commitment and title insurance for the Railroad Land, insuring Lessor's title.
- (d) Lessee shall pay Lessor's share of property taxes, assessments and rentals, which will be pro rated between Lessor and the Railroad as of the date of closing.
- (e) Lessee shall pay all of the closing costs related to the closing on the Railroad Land, including, but not limited to all realty transfer taxes, which are the obligation of Lessor under its Purchase Contract with the Railroad.
- (f) Lessee shall obtain all required permits, licenses, approvals, zoning, subdivision compliance and financing required to be obtained by Lessor in connection with its acquisition and use of the Railroad Land.

(g) Lessee shall obtain any Phase I, and if necessary, Phase II site assessments for the Railroad Land that Lessor shall require in connection with its purchase of the Railroad Land.

(h) Lessee shall erect and/or reconfigure and thereafter maintain a chain link fence not less than six feet (6') in height along the common property boundary between the Railroad and those other abutting lands owned by the Lessor. Lessee shall provide Lessor with a plan showing the design and placement of said fence, which shall be subject to the approval of the Railroad's Division Engineer pursuant to the terms of the Purchase Contract. Should Lessor be required to indemnify the Railroad as a result of the failure to properly maintain the fence in accordance with the term of the Purchase Contract, Lessee shall indemnify the Lessor therefor, pursuant to the terms of Section 8.2 of this Lease.

In the event the Lessee is unable to record the deed for the Railroad Land by July 1, 2009, Lessee may terminate this Lease upon written notice to Lessor.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

Attest:

CITY OF READING

City Clerk

By: _____
Mayor "Lessor"

ALVERNIA COLLEGE

By: _____
Douglas F. Smith, Vice President "Lessee"

